

WHEN RECORDED MAIL TO
Elizabeth M. Haslam, Esq.
Jones, Waldo, Holbrook & McDonough
Post Office Box 45444 (84145-0044)
1500 First Interstate Plaza
170 South Main Street
Salt Lake City, Utah 84101

E 1257067 B 2014 P 1079
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 JUN 20 11:18 AM FEE 26.00 DEP REC
REC'D FOR METRO NATIONAL TITLE

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EASEMENT AGREEMENT

Layton Market Center
10-188+

THIS EASEMENT AGREEMENT (this "Agreement") is executed as of the 11 day of June, 1996, by Robert J. Harris and Odessa H. Harris, Trustees of the Robert J. Harris Family Trust, and Delbert J. Harris, individually, Reid S. Harris, individually and Edison G. Harris, individually (collectively "Grantor") and made for the benefit of DAYTON HUDSON CORPORATION, a Minnesota corporation ("Grantee"), collectively referred to herein as the "Parties", and individually as a "Party".

10-027-0073

RECITALS

WHEREAS, Grantee is or will be the owner of certain real property located in Layton City, County of Davis, State of Utah and more fully described on Exhibit "A" attached hereto and incorporated herein by reference ("Grantee's Property"); and

WHEREAS, Grantor has agreed to convey to Grantee an easement to permit Grantee to install, maintain, repair, inspect, remove and replace a block wall, landscaping and an irrigation system to irrigate the landscaping (collectively the "Improvements") over and through a parcel of Grantor's real property located in Layton City, County of Davis, State of Utah and more fully described on Exhibit "B" attached hereto and incorporated herein by reference (the "Easement Property");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee an easement on, over, across and through the Easement Property to permit Grantee to install, maintain, operate, repair, inspect, remove and replace the Improvements at the location determined by Grantor within the Easement Property and as may be required by the City of Layton. Grantor, its successors and assigns, hereby grant to Grantee, its successors and assigns, with the right of ingress and egress in Grantee, its employees, representatives, agents, successors and assigns, to enter upon the Easement Property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Improvements. Grantee, its agents, successors and


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assigns may use such portion of Grantee's adjacent property along and adjacent to the Easement Property as may be reasonably necessary in connection with the installation, maintenance, operation, repair, inspection, protection, removal and replacement of the Facilities. Grantor warrants that no one else holds title to the Easement Property and that it has authority to convey the easement and right of way granted herein to Grantee. Grantor shall not build or construct or permit to built or constructed any building or other improvement over or across the Easement Property without the written consent of Grantee.

2. Duration. The Parties acknowledge that Grantee or its successors and assigns to Grantee's Property shall install, maintain, repair and replace the Improvements as contemplated herein until such time as the property upon which the Easement Property is located is conveyed in fee by Grantor to a third party who is not a member of Grantor's family or a family trust of Grantor. Such third party successor in interest to the property upon which the Easement Property is located, shall be obligated to maintain, repair and replace the Improvements, which obligations shall include the irrigation of the landscaping located on the Easement Property. In the event of such conveyance, Grantee shall be released from any obligation pursuant to this Agreement. This Easement may be terminated by a written agreement among the Parties, or their successors and assigns, and the City of Layton.

3. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall run with the land and shall benefit and bind the successors and assigns of the Grantor, Grantee, Grantee's Property and the Easement Property.

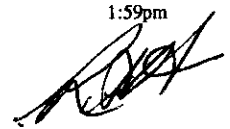
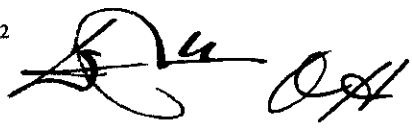
4. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be delivered personally, by national recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below. The initial addresses of the Parties shall be:

To Grantor:

Star Realty Co.
682 West Antelope Drive
Layton, Utah 84041

To Grantee:

Dayton Hudson Corporation
Target Stores—Real Estate
33 South 6th Street
Minneapolis, Minnesota 55402
Attn: Property Administration




IN WITNESS WHEREOF, Grantor has executed this Agreement the day and year first above written.

GRANTOR


Robert J. Harris, Trustee

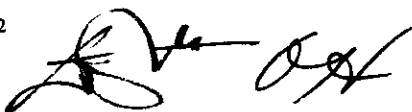

Odessa H. Harris, Trustee


Delbert J. Harris

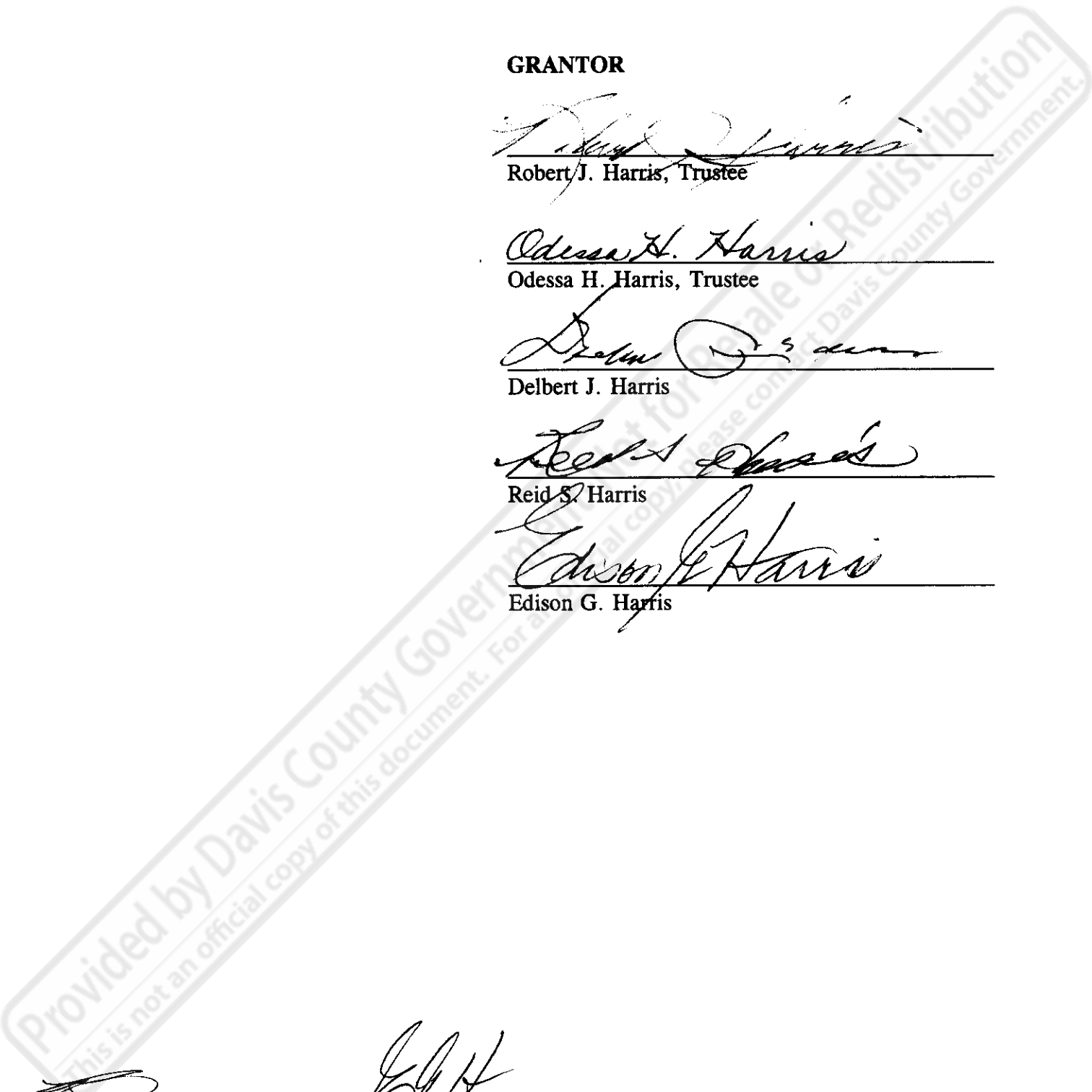

Reid S. Harris


Edison G. Harris







STATE OF UTAH)

COUNTY SL)

: SS.

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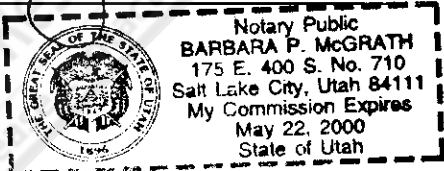
On the 11th day of June, 1996, personally appeared before me ROBERT J. HARRIS, and ODESSA H. HARRIS, who being duly sworn did say they are trustees of the Robert J. Harris Family Trust, dated March 29, 1976, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Barbara McGrath

NOTARY PUBLIC

Residing at: _____

My Commission Expires:



STATE OF UTAH)

COUNTY SL)

: SS.

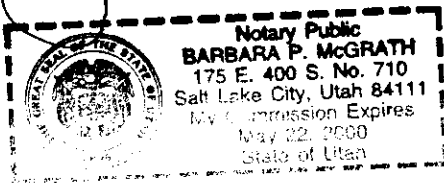
On the 11th day of June, 1996, personally appeared before me DELBERT J. HARRIS, REID S. HARRIS and EDISON G. HARRIS, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Barbara McGrath

NOTARY PUBLIC

Residing at: _____

My Commission Expires:



[Signature]

[Signature]

[Signature]

[Signature]

EXHIBIT "A"

LEGAL DESCRIPTION - PHASE 1

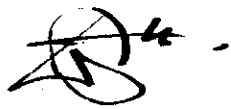
E 1257067 B 2014 P 1083

LOTS 2, 10 AND 11 TOGETHER WITH ANTELOPE DRIVE AND 700 WEST STREET
ALL AS SHOWN ON THE PLAT OF LAYTON MARKET CENTER SUBDIVISION,
LAYTON CITY, DAVIS COUNTY, STATE OF UTAH.

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EXHIBIT "B"

LEGAL DESCRIPTION - 30' WALL EASEMENT E 1257067 B 2014 P 1084

A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, COUNTY OF DAVIS, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 17 BEING SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, ALONG SAID SECTION LINE, A DISTANCE OF 652.87 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 667.13 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 10 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, A DISTANCE OF 667.17 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20,014 SQUARE FEET OR 0.46 ACRES, MORE OR LESS.

[Handwritten signatures and initials]

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